



DEPARTMENT OF DEFENSE
JOINT CONTRACTING COMMAND-IRAQ/AFGHANISTAN
CAMP EGGERS, AFGHANISTAN
APO AE 09356

JUN 09 2007

MEMORANDUM FOR AMERICAN INTERNATIONAL SECURITY CORP

FROM: KABUL REGIONAL CONTRACTING CENTER (KRCC)

SUBJECT: Request for Proposal, W91B4M-07-R-0021, Weapons Maintenance and Property Book Training/Mentoring

1. The attached subject solicitation document is for the acquisition of Weapons Maintenance and Property Book Trainers and Mentors for the Afghan National Army (ANA) Commando Kandaks.
2. Please carefully review the solicitation and the requirements for submittal of proposals. Note that **electronic submittals will not be accepted**, except for past performance questionnaires, which may be submitted by the customer via email.
3. Solicitation responses may be delivered to Capt Marquis at the Camp Eggers Contracting Office addressed to:

Christopher Marquis
Contracting Cole House
APO AE 09356

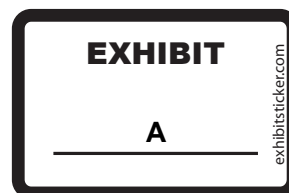
or by private courier to:

Purchasing & Contracting Office
Kabul Regional Contracting Center
Wazir Akbar Khan Area, Street #10
Camp Eggers
Kabul, Afghanistan

4. Proposals must be received by 21 Jun 07, 1700 hrs (5:00pm) Kabul time. This 12-day response period is authorized in accordance with FAR 5.203(b), as this is a commercial purchase.
5. Any questions concerning this solicitation should be submitted in writing. These may be sent via email to christopher.marquis@afghan.swa.army.mil.

Christopher G. Marquis
CHRISTOPHER G. MARQUIS, Capt, USAF
Contingency Contracting Officer
Kabul Regional Contracting Center

Attachment: Request for Proposal, W91B4M-07-R-0021



AISC0035927
AISC0035927

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91B4M-07-R-0021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTOPHER G. MARQUI		b. TELEPHONE NUMBER (No Collect Calls) 237-3459		6. SOLICITATION ISSUE DATE 09-Jun-2007	
9. ISSUED BY PURCHASING & CONTRACTING KABUL REGIONAL CONTRACTING CTR WAZIR AKBAR KHAN AREA, STREET #10 CAMP EGGERS, KABUL AFGHANISTAN TEL: FAX:		CODE W91B4M		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 28	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Training: Weapons Mx and Property Book FFP Provide two (2) weapons maintenance trainers/mentors, one (1) property book trainer/mentor and one (1) interpreter/translator for each Afghan National Army Commando Kandak in accordance with the Statement of Work, Attachment 3. FOB: Destination	6	Months		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-JUL-2007 TO 15-JAN-2008	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.222-29	Notification Of Visa Denial	JUN 2003
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7040	Contractor Personnel Supporting a Force Deployed Outside the United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	SEP 2005
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts

(see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

SEE ADDENDUM TO FAR 52.212-1 FOR MORE INFORMATION.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- i. **Technical capability**
- ii. **Past Performance**
- iii. **Price**

Technical capability will be rated either acceptable or unacceptable. A rating of unacceptable will remove a proposal from competition. Past performance is approximately equal in importance to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

SEE ADDENDUM TO FAR 52.212-2 FOR MORE INFORMATION.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual**Number of Employees Gross Revenues**

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product,"

"end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (4) [Removed].

- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- _x_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _x_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 x (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 21 days of expiration of the period of performance.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (--- - Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000)
(_____ Alternate II) (MAR 2000) (_____ Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.222-7006 Combating Trafficking in Persons (OCT 2006)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 0001 is incrementally funded. For these item(s), the sum of **\$TBD** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

TBD

(End of clause)

Projected Afghan and Third Country National (TCN) Employment

Offerors are required to identify, as outlined below, the total projected number of Afghan and TCNs that will be directly employed in the performance of this contract. Employment is the total number of Afghan or TCN persons expected to be on the payroll (contractors and subcontractors at all tiers) employed full or part time receiving pay during the life of the contract. TCNs are defined as individuals who are citizens of a country other than Afghanistan or a Coalition country.

Is your company an Afghan Company: Yes ___ No ___. If no, what country is your company registered in:

Total Afghan's Employed:

Afghan: Males _____.
Afghan: Females _____.
Total: _____.

Total TCNs Employed :

TCN: Males _____.
TCN Females _____.
Total: _____.

(End of Provision)

DFARS 252.225-7040 DEVIATION

252.225-7040 -- Contractor Personnel Supporting a Force Deployed Outside the United States - DEVIATION (MAR 2007)

(g) Personnel data.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>).

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government

(End of clause)

ADDENDUM TO FAR 52.212-1

ADDENDUM FAR 52.212-1

ADDENDUM TO FAR 52.212-1, PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instruction contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of three (3) separately bound parts, **Part I - Price Proposal, Part II - Technical Proposal, Part III – Past Performance**

B. Specific Instructions:

1. In regard to all parts:

(a) Information Regarding Submission of Proposal: Electronic proposals will not be accepted. Hard copy proposals must be delivered to Purchasing & Contracting Office, Kabul Regional Contracting Center, Wazir Akbar Khan Area, Street #10, Camp Eggers, Kabul Afghanistan by the offeror due date. The envelope or package used to submit your proposal must show the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Offerors are cautioned that Camp Eggers, Kabul Afghanistan has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at the Purchasing & Contracting Office **PRIOR** to the time specified for receipt. Late proposals will be processed in accordance with 52.212-1(f) "Late submission, modifications, revisions, and withdrawals of offers."

(c) The proposal pages will be 8 1/2" x 11" or letter-sized paper

(d) A page is defined as one face of a sheet of paper containing information..

(e) Elaborate formats, bindings or color presentations are not desired or required.

(f) Offeror identification, such as name and logos, will only be on the cover page.

2. For Parts II and III, font must be Times New Roman, size 12.

C. Instructions for each part:

1. **PART I - PRICE PROPOSAL** - *submit original and one (1) copy*

(a) Complete blocks 12, 17a, 17b, 30a, 30b, and 30c of the Request for Proposal (RFP) SF 1449. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP.

(b) Insert the proposed unit and extended prices in the pricing schedule for each contract line item (CLIN).

(c) Complete the necessary fill-ins and certifications. The representations and certifications shall be returned in their entirety.

(d) Acknowledgement of any solicitation amendments.

2. **PART II - TECHNICAL PROPOSAL** - *submit original, no more than ten (10) pages, and one copy. Certifications (para. (b)) do not count toward the page limit.*

(a) The Technical Proposal shall, at a minimum, be prepared in a format consistent with the evaluation criteria for contract award as specified in the addendum to FAR clause 52.212-2, Paragraph B, of this solicitation. The proposal shall contain sufficient detail to enable the Government to evaluate the offeror's technical competency and ability to comply with the technical requirements described in the Statement of Work.

(b) The Technical Proposal shall include the appropriate certifications and documentation as stated in the Statement of Work, para. 9.

(c) The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete evaluation. In evaluating the technical proposal, the Government will only consider information contained in the technical proposal. Information contained in any other proposal submitted under this solicitation or in other documents will not be considered. Note that anytime the term "SOW" is used in this section, it includes all interrelated RFP clauses and attachments.

3. **PART III - PAST PERFORMANCE INFORMATION** - *Submit original and one (1) copy.*

(a) Offerors should provide basic information for each contract for which past performance questionnaires will be submitted. Include program name, contract number, customer, value, period of performance and description of services. Include any other information that may be relevant. **Limited to no more than one (1) page per contract listed. Only references for same or similar type contract desired.**

(b) Past Performance Surveys: Offerors should submit past performance surveys (Attachment 1 of this solicitation) to the most relevant contracts for completion and instruct them to submit completed surveys via email to the contracting officer, Capt Christopher Marquis, at christopher.marquis@afghan.swa.army.mil by the offer due date, 21 Jun 07, 1700 hrs (Kabul time). Offerors are responsible for ensuring that completed past performance surveys are submitted on time. The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of the RFP. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess experience. **Offerors shall provide information on all relevant Federal and commercial contracts (maximum of last three (3) consecutive contracts) performed within the last three (3) years. Relevant contracts are those that involve one or more of the following subjects: weapons maintenance, weapons maintenance training/mentorship, property bookkeeping, property book training/mentorship. If no relevant and recent past performance submittals are made, the contractor will be rated neutrally for past performance.** Furnish the following information for each contract referenced:

- (i) Company/Division name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of performance
- (vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

(c) If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with the same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(d) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime contractor without the subcontractor's consent. Provide with the proposal a letter from all subcontracts that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

(e) Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (Contract Line Items (CLIN) & Statement of Work (SOW)), and government standards and regulations pertaining to the SOW.
2. Evaluation Factors for Award at FAR 52.212-2, Evaluation -- Commercial Items (Jan 1999), of this RFP and its addendum.

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2, BASIS FOR CONTRACT AWARD

A. This is a competitive best value source selection in which competing offerors' past performance history will be evaluated on a basis *approximately equal to*, cost or price considerations. The best value technique chosen for this particular acquisition is **Performance Price Tradeoff (PPT)**. The PPT approach permits tradeoffs between price/cost and past performance, and will include an evaluation for technical acceptability.

1. Proposals that are unrealistic in terms of technical or price may be rejected at any time during the evaluation process. Discussions or negotiations may be conducted with all offerors in the competitive range. Offerors may be required to participate in telephone discussions or face-to-face oral discussions at the Kabul Regional Contracting Center, Wazir Akbar Kahn Area, Street #10, Camp Eggers, Kabul, Afghanistan.

2. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All such offers shall be treated equally except for their technical, prices, and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

3. The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

4. The evaluation process shall proceed as follows:

B. **Technical Evaluation.** Initially offers shall be evaluated independently of the cost/price proposal evaluation to determine the offeror's compliance with the technical requirements of the Request for Proposal (RFP.) The Government may make a final determination as to the rating of an offer based on the proposal as submitted without requesting any further information. Offers will be rated as follows:

Acceptable: Addresses each requirement of the SOW, as listed in paragraphs 4 and 5 of the SOW. Provides a realistic outline of how the offeror will accomplish the work required by the SOW. Provides all necessary certifications and documentation.

Unacceptable: Does not address each requirement of the SOW, as listed in paragraphs 4 and 5 of the SOW. Does not provide a realistic outline of how the offeror will accomplish the work required by the SOW. Does not provide all necessary certifications and documentation.

A technical rating of "unacceptable" will automatically remove a proposal from competition. All information for the technical evaluation will be gathered from the offeror's proposal, Part II, Technical.

C. **Past Performance Evaluation.**

Past performance submittals will be reviewed if they meet the following conditions:

Relevant: Previous experience with one or more of the following subjects: weapons maintenance, weapons maintenance training/mentorship, property bookkeeping, property book training/mentorship

Recent: Contract performance within the past three (3) years

If a submittal is not relevant, or if it is not recent, it will not be reviewed.

Once all past performance questionnaires have been submitted and reviewed, the offeror will receive a past performance rating, based on the following scale:

Excellent: Essentially no doubt exists that the offeror will successfully perform the required effort based on their performance record.

Risk Level: Very Low

Good: Little doubt exists that the offeror will successfully perform the required effort based on their performance record.

Risk Level: Low

Fair: Some doubt exists that the offeror will successfully perform the required effort based on their performance record.

Risk Level: Moderate

Poor: It is doubtful that the offeror will successfully perform the required effort based on their performance record.

Risk Level: High

Unknown: The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction.

Risk Level: Unknown

All information for the past performance subfactor will be gathered from the past performance questionnaires submitted to the contracting officer (Attachment 1) and the offeror's proposal, Part III, Past Performance.

D. Price/Cost Evaluation. The contracting officer will evaluate price. All information for price will be gathered from the offeror's proposal, Part I, Price.

LIST OF ATTACHMENTS

<u>Item</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>
1	Past Performance Questionnaire	9 Jun 07	2
2	Quality Assurance Surveillance Plan	9 Jun 07	2
3	Statement of Work	9 Jun 07	3

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ATTACHMENT 1

PAST AND PRESENT PERFORMANCE SURVEY QUESTIONNAIRE
(When Filled In This Document is Source Selection Sensitive IAW FAR 2.101 and 3.104)

IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO ENSURE THAT ALL PAST PERFORMANCE SURVEYS ARE RECEIVED FROM THE RESPONDENT BY THE DUE DATE. THE GOVERNMENT WILL NOT BE HELD LIABLE FOR ANY RESPONSES NOT RECEIVED AS INSTRUCTED IN THIS DOCUMENT AND THE SOLICITATION.

PROJECT NAME: Weapons Maintenance Training/Mentoring and Property Book Training/Mentoring

SOLICITATION NO:

A. GENERAL INFORMATION:

Company Name: _____

Address: _____

Point of Contact Name: _____ **Position:** _____

Telephone Number: _____ **Cell Phone Number:** _____

Email Address: _____

Contract Number Provided by Offeror: _____ **Dollar Amount:** _____

Name of Program:

Description of Contract Work:

Contract Period or Dates of Performance Provided by Offeror:

***Note: If offeror holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.**

Contractor performed as the ☐ Prime Contractor ☐ Sub-Contractor ☐ Key Personnel

B. RESPONDENT'S INFORMATION:

Company Name: _____

Address: _____

Point of Contact Name: _____ **Position:** _____

Telephone Number: _____ **Cell Phone Number:** _____

Email Address: _____

C. EMAIL COMPLETED PERFORMANCE SURVEY TO:
christopher.marquis@afghan.swa.army.mil

D. PERFORMANCE INFORMATION: When responding to the following statements, circle the number on the scale of 1 to 4, which most accurately describes the contractor's performance. If the statement is not applicable circle N/A. The numbers 1 to 4 correspond to the following adjectives:

Excellent (4): Performance met all standards and exceeded many standards.

Good (3): Performance met all standards and exceed some standards. A few minor problems.

Fair (2): Performance met all standards

Unacceptable (1): Performance failed to meet all standards.

E. PAST PERFORMANCE QUESTIONS:

	Did the Contractor:					
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	NA
3..	Provided timely resolution of contract discrepancies.	1	2	3	4	NA
4.	Identified Problems as they occurred.	1	2	3	4	NA
5.	Display initiative to solve problems.	1	2	3	4	NA
6.	Met established project schedules.	1	2	3	4	NA
7.	Was responsive to contract changes.	1	2	3	4	NA
8.	Provided accurate and complete line item cost proposals including all aspects of work required for each task.	1	2	3	4	NA
9.	Cooperated with Government/customer personnel after award.	1	2	3	4	NA

F. COMMENTS/REMARKS:

(When Filled In This Document is Source Selection Sensitive IAW FAR 2.101 and 3.104)

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Attachment 2

Quality Assurance Surveillance Plan

1. INTRODUCTION

- 1.1 This Quality Assurance Surveillance Plan (QASP) has been developed and designed for the Weapons Maintenance Training/Mentoring contract (solicitation W91B4M-07-R-0021.) The resulting contract will be administered by the Contracting Office at the Kabul Regional Contracting Center, Camp Eggers, Kabul, Afghanistan.
- 1.2 A combination of methods for inspection will be used. They are:
 - a. Scheduled Observations
 - b. Unscheduled Observations
- 1.3 The objective of this Surveillance Plan is to evaluate contractor performance for the Weapons Maintenance Training/Mentoring and Property Book Training/Mentoring program for Afghan National Army (ANA) Commandos.

2. SAMPLING PROCEDURES

- 2.1 This Surveillance Plan uses Scheduled Observations and Unscheduled Observations as methods of inspection.
- 2.2 Scheduled Observations will be inspections previously scheduled and coordinated with the contractor's site supervisor. These Scheduled Observations will include but not be limited to, observations of lessons, reviews of proposed training lessons and work plans, reviews of progress reports,
- 2.3 Unscheduled Observations will be conducted by the COR at random. These Unscheduled Observations will include but not be limited to, unannounced visits to training sites, reviews of and proposed training lessons and schedules. The COR will notify the contractor's site supervisor of any deficiency as soon as it is found. If the deficiency is not corrected in what the COR deems to be a timely manner, the COR will notify the Contracting Officer, in writing, for disposition.
- 2.4 Reports prepared by the COR will be maintained in the COR file. The COR file will also contain a copy of the contract, all contract amendments, modifications, surveillance reports, DA Forms and other documentation required by the Contracting Officer.

3.0 CONTRACT DEFICIENCY REPORT

- 3.1 If the contractor's services are considered unsatisfactory in accordance to Statement of Work requirements, the contractor will not be paid for that month until the deficiencies have been corrected. If government action or lack of action caused the unsatisfactory performance, the defects will not be counted. A memorandum will be prepared by the COR explaining the government's action and submitted on a regular basis to the Contracting Officer.

3.2 Unsatisfactory contract performance will be reported on DA Form 5479-R, Contract Discrepancy Report (CDR). This form is used to notify the contractor of discrepancies found by the COR. This is where the contractor is allowed to answer how the discrepancy will be corrected and how reoccurrence will be avoided. If unsatisfactory performance occurs in an area based on the COR's sampling, the contractor will be given a CDR. This completed and signed CDR along with the Sampling Guide and supporting documentation will be forwarded to the ATS Contracting Officer for disposition. A copy will be maintained in the COR file.

(End of Attachment)

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Attachment 3

Statement of Work

Trainers/Mentors: Weapons Maintenance and Property Book for Afghan National Army Commandos

1. Background:

- 1.1 The Combined Security Transition Command-Afghanistan (CSTC-A) has a new requirement to organize, man, equip, and train six (6) commando battalions for the Afghan National Army by 30 September 2008. Special Operations Command, Central Command (SOCCENT) will organize and conduct the commando training effort (TF Morehead) at a new training and commando garrison facility (Camp Morehead) currently under construction in the greater Kabul area. SOCCENT and CSTC-A cannot provide sufficient military manning to perform all the necessary post training instructions without instructor and training management augmentation. Contractor augmentation is deemed the most rapid and efficient means to bring necessary resources to the commando training and employment effort.
- 1.2 Currently CSTC-A is procuring US weapons for all Afghan National Army (ANA) forces to include commando battalions. A weapons maintenance/ training program has not been established. Without a follow on property book/weapons maintenance training program, the ANA faces definite loss of operational capability and property.

2. Objective. The objective of this task order is to support a pilot project to augment CSTC-A and SOCCENT with trainers and mentors to assist in the fielding of the first and second commando battalions for the ANA. Once ANA-wide weapons maintenance/training system has been established, it is the intent that the Commando Kandaks fall under that structure. The contractor is in direct support of the USSF ODA attached Team.

3. Scope. The contractor will provide mentor/trainers with experience in weapons maintenance and property book management for battalion-level training. The contractor will provide sufficient interpreter/translator support to both perform mentoring and training duties and produce written training products. The contractor augmentees will serve as mentors/trainers/advisors for each commando battalion staff. The contractors will be responsible for two (2) gunsmiths per Kandak and one property book mentor/trainer (1) per Kandak, and one interpreter (1) per Kandak for a total of 24 personnel. In addition, the contractor will be responsible for a coordination cell for the Kandak trainer/mentors. Due to OPSEC requirements, US civilians are mandatory

4. Tasks. The following tasks are incorporated into this statement of work:

4.1 Program Coordination and Management Element.

4.1.1 Provide two (2) gunsmiths for each Kandak with all necessary training to maintain level II maintenance of the following weapon systems: M4, M9, M240, M249, M203, M24 Sniper Systems, 60MM Mortars, 81MM Mortars and M1014 Shotgun for the purpose of training/mentoring on weapon systems maintenance.

4.1.2 Provide one property book trainer/mentor for each Kandak to train/mentor ANA personnel on property management procedures. IAW MOD supply and property book procedures for all Modified Table of Organization and Equipment (MTOE) items and Operational Clothing and Individual Equipment (OCIE).

5. Deliverables/ Reporting Procedures

5.1. Contractor will submit 30 days after start of the Delivery Order a detailed 6 month work plan to the COR and Contracting Officer for approval covering the entire period of performance that provides:

5.2. Contractor will prepare and fully document all lesson plans and supporting instructional material and student handouts in both English and Dari.

5.3 Contractor will submit to the COR and Contracting Officer 5-10 days after contract start a progress report that outlines status of preparation for instruction to include status of contractor hiring and local national interpreter/ translator hiring. Report will include any existing or anticipated problems or resource shortfalls that would delay scheduled start of training for the first commando battalion.

5.4 Contractor will submit to the COR and contracting officer monthly Logistics Status (LOGSTAT) reports for weapons, parts and equipment and report a minimum of 10% Inventory monthly on all weapons and associated equipment to maintain 100% within a 6 month period of all MTOE items. A written after action report (AAR) will be due 15 days before the completion of the contract. The AAR will include recommendations for any POI or resource adjustments to better accomplish future training to standard.

5.5 The senior on-site contractor will participate in all COR or military training director-directed meetings and conferences. Training resource issues and scheduling conflicts will be immediately raised to the military training director.

6. Government-furnished property and services. Per base contract.

6.1 Contractor trainers/mentors will live on site once billeting and support facilities are established at the Kandak location. Kabul safe houses or commercial lodging is authorized if needed.

6.2 Contractor and local national office/work space will be available on a limited basis at Camp Morehead and the Kandak location. CSTC-A will accommodate temporary contractor and interpreter work space if needed.

6.3 Outside of Kabul, local national employees (interpreters and drivers), will be provided billeting, DFAC access, and support facilities.

6.4 US government will provide all necessary tools to the ANA kandak to be used by the contractors including level II technical manuals for weapons.

7. Contractor Responsibilities.

7.1. Employee transportation between Kabul, Camp Morehead and Kandak facilities is a contractor responsibility. In the event that the security situation dictates, CSTC-A will make a determination whether government-provided armored vehicle transportation and military security escort will be provided for required contractor movement.

7.2 The contractor will be provided Level IV ballistic body armor, helmets and the U. S. Army ACU uniform for all mentor/trainers assigned to or working at Camp Morehead or in areas outside of Kabul.

7.3 Contractor will provide necessary office automation equipment, computers, office supplies, and workspace furnishings for its employees and local national interpreters assigned to CSTC-A and/or the Kandak facility.

7.4 Contractor will have all required employees in place NLT 15 July 2007.

8. Period of Performance Period of performance for this task order is **15 July 2007 to 15 January 2008**. Should continued performance be required beyond the contract period, the contract can be modified accordingly, for up to six (6) months, through mutual consent of the Government and contractor.

9. Qualifications and Requirements

The two armorers need the following qualifications:

- US military unit armor course with a minimum of 1 year of experience and/or civilian equivalent of gunsmith certification from any approved State.
- The property book officer's must have at least 1 year of military or government property book experience. Preference will be given to contractors with infantry or Special Operations background.
- For all employees, proof of US citizenship is required

10. Contracting Officer Representative (COR)

A COR will be designated to act on behalf of the contracting officer (CO). Following contract award, the contractor will be provided a COR appointment letter, identifying the COR and stating the extent of COR authority. The COR's primary role will be to ensure compliance with the terms and conditions of this contract. The COR will not be authorized to make any commitments or changes that will affect price, quality, qauntity, delivery, or any other term or conditron of the contract. The COR will provide the CO with reports on the contractor's performance in accordance with the quality assurance surveillance plan (QASP), Attachment 2.